

INTER-AGENCY ADVISORY AND DELIBERATIVE MATERIAL

**BYLAWS OF JOINT BOARD
UNDER THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF WEST LAFAYETTE
AND
THE TRUSTEES OF PURDUE UNIVERSITY
Adopted: September _____, 2014**

ARTICLE I.

CREATION AND PURPOSES

1.1. The Joint Board ("Joint Board") has been established pursuant to that certain Interlocal Cooperation Agreement between the City of West Lafayette ("West Lafayette") and the Trustees of Purdue University ("Purdue") dated March 12, 2014 with respect to the clarification of certain roles, rights and obligations related to matters of mutual interest and shared responsibility between the Parties (the "Interlocal Agreement"), which was entered into in connection with the Annexation (as defined in the Agreement). As used in these Bylaws, West Lafayette and Purdue are sometimes referred to individually as a "Party" and collectively as the "Parties."

1.2. The Interlocal Agreement is an interlocal agreement pursuant to Indiana Code § 36-1-7-1 *et seq.* (the "Act").

1.3. The Parties have agreed to share and combine, and to contribute and delegate to the Joint Board, the powers and authority specified in the Interlocal Agreement, subject to certain limitations acknowledged therein, and each Party intends, subject to the terms and conditions of the Interlocal Agreement, that any and all such collective powers may be exercised on behalf of the Parties by the Joint Board or by any of the Parties as directed by the Joint Board, all as described more fully herein.

1.4. The Parties intend that the collective powers described in 1.3 above include all powers which are useful, necessary, or appropriate (1) to administer the Interlocal Agreement and ensure joint oversight of the parties' respective undertakings contemplated thereby, (2) to function as an advisory body to meet, confer, and make recommendations to the responsible executives of each of the Parties for final action by such executives and the Parties' fiscal bodies, (3) to address items of concern raised by any member of the Joint Board with respect to the interpretation or implementation of the Interlocal Agreement, and (4) to further cooperative efforts between the Parties in areas of mutual concern, common interest, or shared responsibility.

1.5. Section 4 of the Interlocal Agreement provides that the Joint Board shall be governed by Bylaws, which the Joint Board shall have the authority to adopt and amend from time to time in a manner that is not inconsistent with the Interlocal Agreement and that the Joint Board may determine to be in the best interest of the Joint Board and the Parties. These Bylaws constitute the official Bylaws of the Joint Board, which were duly adopted on the date first written above.

ARTICLE II.

MEMBERS

2.1. As provided in Section 4 of the Interlocal Agreement, the Joint Board shall have six (6) members, or three (3) members from each Party appointed by the responsible executive of such Party.

2.2. Each member may designate another person to serve as a member of the Joint Board in his or her stead from time to time in accordance with this Article. While so designated, such designee is a member for purposes of these Bylaws.

2.3. Each such designation shall be made in writing to the other members of the Joint Board at or prior to the time of meeting or other action for which the designation has been made.

2.4. The writing shall specify the name of the designee and the period and purpose for which such designation has been made.

2.5. A designation may be revoked by writing delivered (a) to the other members of the Joint Board, (b) to any known designees of such members, and (c) to the designee whose designation is being revoked by a member.

2.6. A "writing" shall mean any written communication, including email or other electronic communication, or posting on official website used by the Joint Board.

2.7. In the event that any of the positions identified in Section 2.1 above become vacant without a valid designation prior to such vacancy, or no longer exists, the Party represented thereby shall communicate the identity of a replacement member by writing delivered to other members of the Joint Board within 10 days of the vacancy.

ARTICLE III.

MEETINGS; ACTIONS

3.1. The Joint Board shall establish and make publicly available a schedule of regular meetings by the end of each calendar year for the next calendar year. Regular meetings shall occur no less frequently than quarterly.

3.2. Special meetings of the Joint Board may be called by either the Chair or the Vice-Chair in consultation with the other. In addition, a special meeting of the Joint Board shall be called upon the petition of any two members, as long as there is one petitioning member representing each of the Parties. Such petition must demand a special meeting and specify the purpose or purposes for which the meeting is to be held, as well as the location, date and time of the meeting, which date and time shall be not sooner than 72 hours after the delivery of the petition and which shall otherwise be noticed in accordance with the Indiana Open Door Law.

3.3. Members may participate in a regular or special meeting through the use of means of electronic communication pursuant to applicable law and policy adopted by the Joint Board. The Joint Board may revise the policy relating to the conduct of Joint Board meetings from time to time without change in these Bylaws.

3.4. All regular or special meetings of the Joint Board must be conducted in accordance with the Indiana Open Door Law, as the same may be amended from time to time. Notice of regular or special meetings of the Joint Board must be provided in compliance with such law.

3.5. The locations of regular meetings shall be alternated as appropriate between the City Offices and Purdue University.

3.6. Notice to a member of any meeting may be waived in writing by any member before or after the date and time of the meeting, if the waiver is signed by the member and delivered to the Joint Board for inclusion in the minutes or filing with the Joint Board's records. A member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives any valid objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when the matter is presented.

Each member shall be entitled to vote on each matter voted on by the members. A majority of the members in office when action is taken, but in no event fewer than four (4) members, shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Joint Board. If a quorum is present when a vote is taken, the affirmative vote of at least four (4) members shall be the act of the Joint Board.

3.7. Members of the Joint Board shall alternate responsibility for the conduct of meetings in such manner and for such time periods as the Joint Board approves by resolution.

3.8. The Joint Board may conduct executive sessions in accordance with the Indiana Open Door Law.

ARTICLE IV.

EXERCISE OF SHARED POWERS OF PARTIES

4.1. The Joint Board may exercise any of the powers delegated, shared, contributed or combined under the Interlocal Agreement pursuant to resolution adopted by the members at a duly constituted meeting, as described in Article III above.

4.2. No authorization or delegation of powers or authority under this article may be irrevocable, and all such delegations or authorizations are subject to modification, revocation and termination.

4.3. When the Joint Board designates, by resolution, one or more Parties as a "Contracting Party" and authorizes a Contracting Party to undertake an action on its behalf, it does so on behalf of the Parties, and any actions so authorized shall be undertaken on behalf of the Parties.

ARTICLE V.

BUDGETS, FINANCES, STAFFING AND SUPPLIES; OFFICERS

5.1. The member entities of the Joint Board will contribute staff and similar resources as reasonably requested by the Joint Board in order to fulfill the functions of the Joint Board. The Joint Board, by resolution, may adopt an annual budget to address staffing, finances, supplies and related matters.

5.2. The Joint Board shall elect from among its members a Chair, a Vice-Chair, a Secretary/Treasurer, and an Assistant Secretary/Treasurer; provided, that the offices of the Chair and the Vice-Chair shall not be held by representatives of the same Party during any given term, nor shall the offices of the Secretary/Treasurer and the Assistant Secretary/Treasurer be held by representatives of the same Party during any given term.

(a) The Chair shall preside at meetings of the Joint Board and shall see that all actions authorized by the Joint Board are carried into effect. The Chair shall also discharge such other duties as the Joint Board may determine and assign from time to time.

(b) The Vice Chair shall, in the absence or disability of, or in the case of a vacancy in the office of, the Chair, perform the duties and exercise the powers of the Chair, and shall discharge such other duties as the Joint Board may determine and assign from time to time.

(c) The Secretary/Treasurer shall keep and maintain, or cause to be kept and maintained, the official books and records of the Joint Board, shall certify or attest to others any actions taken by the Joint Board, and shall discharge such other duties as the Joint Board may determine and assign from time to time.

(d) The Assistant Secretary/Treasurer shall in the absence or disability of, or in the case of a vacancy in the office of, the Secretary/Treasurer, perform the duties and exercise the powers of the Secretary/Treasurer, and shall discharge such other duties as the Joint Board may determine and assign from time to time.

(e) Individuals serving in the foregoing offices shall serve for a one-year term or until their successors are duly elected and qualified. Unless otherwise authorized by a resolution of the Joint Board, the offices of the Chair and Vice-Chair and the offices of the Secretary/Treasurer and Assistant Secretary/Treasurer shall, in each case, alternate between representatives of the Parties each year; provided, that no more than two such offices shall be held by representatives of either Party during any given term.

ARTICLE VI.

JOINT UNDERTAKINGS AUTHORIZED THROUGH JOINT BOARD

6.1. The Joint Board may exercise any of the powers delegated, shared, contributed, or combined under the Interlocal Agreement for the purpose of authorizing or entering into joint undertakings on behalf of the Parties, all pursuant to a resolution adopted by the members at a duly constituted meeting, as described in Article III above. Such actions may include, without limitation, solicitation and selection of contractors or vendors, execution of written contracts and other documents entered into on behalf of the Parties, administration and oversight of contracts for joint undertakings, and cooperation on land use and development actions as described in Article 5 of the Interlocal Agreement.

6.2. While it is not currently contemplated that the Joint Board will acquire, hold or dispose of real and personal property on behalf of the Parties as part of a joint undertaking, the Joint Board shall, before giving effect to any such property transactions or holdings, first obtain the approval of the governing boards and fiscal bodies of the respective Parties.

6.3. When the Joint Board has preliminarily authorized one of the Parties (a "Contracting Party") to act on behalf of both Parties as part of a joint undertaking, the proposed action or actions shall be subject to final approval by the Joint Board, and such final approval (or instruments approved and authorized thereby) shall:

- (a) Set forth the rights and responsibilities of the Contracting Party with respect to the authorized action, including management of any procurement and/or the resulting contract;

- (b) Designate those representatives of the other Party ("Non-Contracting Party") who shall be responsible for working with the Contracting Party in the implementation of the authorized actions;

- (c) Identify and allocate costs and liabilities to specific Parties for the implementation and management of the action being authorized;

- (d) Prescribe the methods of payment and funding of the payment of third party costs with respect to the authorized action,

- (e) Provide for staffing of responsibilities with respect to the authorized actions, and

- (f) Establish guidelines for reporting to the Joint Board on the implementation and progress of the authorized action.

6.4. Actions authorized by the Joint Board shall be the responsibility of the designated Contracting Party and the representatives of the Non-Contracting Party specified in or by such final approval, and any authorized contract or agreement pursuant to an authorizing resolution of

the Joint Board shall be binding on each Party to the extent and in the manner set forth by or in such final approval.

6.5. Any resolution authorizing action by a Party or Parties pursuant to this Article VI that involves the procurement of goods or services on behalf of the Joint Board and the Parties shall be subject to the following requirements:

(a) The Contracting Party shall share with the representatives of the Non-Contracting Party any information reasonably necessary to allow those representatives to participate in, monitor and evaluate the procurement process, including any request for proposals, bidder information and proposals, contract documents, and requests for contract modifications or change orders. The Contracting Party shall allow the representatives of the Non-Contracting Party equal representation on any evaluation committees used in awarding a contract to a third party contractor. The members of the evaluation committee shall follow the procurement process of the Contracting Party.

(b) Unless otherwise specifically provided in the authorizing resolution, the Contracting Party shall consult with and obtain the consent of the Non-Contracting Party before entering into any contract or other written agreement that would have the effect of binding both Parties and/or the Joint Board, or before agreeing to any modification or change order under such contract or other written agreement.

(c) Unless otherwise stated in the resolution authorizing the procurement, the Contracting Party may use any procurement process available to either Party under applicable law in procuring goods or services from third party contractors.

(d) The Contracting Party shall be primarily responsible for administering and overseeing any contract authorized by a resolution adopted pursuant to this Article VI. This shall include providing any staffing resources necessary to perform this oversight responsibility. The Contracting Party shall share with the other Party such information as is reasonably necessary to allow the Non-Contracting Party to monitor and evaluate the performance of the third party contractor, to raise any concerns or questions with the Contracting Party, and to assist with the resolution of any disputes with the third party contractor.

ARTICLE VII.

MISCELLANEOUS

7.1. Amendments. These Bylaws may be amended, supplemented or modified by resolution of the Joint Board; provided, however, that no such amendment, supplement or modification may be contrary to or outside the scope of the Interlocal Agreement.

7.2. Records. The Joint Board shall designate recordkeeping responsibilities and related administrative responsibilities to a Party with the consent of that Party. Records of the Joint Board are subject to applicable provisions of the Indiana Public Records Act.

7.3. Website. The Joint Board may maintain a website in order to provide access to its public records, including minutes of meetings, agendas, notices, and designations of members, but not including materials which may be subject to an exception from disclosure under the Indiana Access to Public Records Act, as the same may be amended from time to time. The Joint Board may use a specifically-designated page on the established website of either Party for these purposes, if its members so choose.

7.4. Dispute Resolution. In the event of an impasse or deadlock among the members of the Joint Board, the disputed matter will be escalated to the Mayor of the City and the President of Purdue University for resolution. The Mayor and the President may agree to refer any such matter to Alternative Dispute Resolution as provided in the Indiana Rules of Court.

